

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

CHRISTOPHER LLEWELLYN, DAVID TUCKER,
CYPRIAN SMITH,

Plaintiffs,

-against-

THE CITY OF NEW YORK, POLICE
COMMISSIONER RAYMOND W. KELLY,
DETECTIVE BRIAN WOOD, SHIELD #5728,
SERGEANT JAMES CAHILL, SHIELD #220 and
TAX ID #901263, DETECTIVE JELSON GOYCO,
TAX ID #926897, DETECTIVE KATHLEEN
GRANT, TAX ID #917714, DETECTIVE
MATTHEW FRANCIS, TAX ID #925310,
DETECTIVE DEMOS MARINAKOS, TAX ID
#901910, POLICE OFFICER JENNIFER
LAVELLE, TAX ID #933921, UNDERCOVER
OFFICER C092, UNDERCOVER OFFICER C081,
UNDERCOVER OFFICER C062 and POLICE
OFFICER JOHN DOE, Individually, who was each
involved in the incident resulting in plaintiffs' false
arrest, search, seizure, detention, and/or injuries,

Defendants.

**STIPULATION OF
SETTLEMENT AND ORDER OF
DISMISSAL**

CV 10-0087 (ENV)(LB)

-----X

WHEREAS, plaintiffs Christopher Llewellyn, David Tucker, and Cyprian Smith commenced this action by filing a complaint on or about January 11, 2010, alleging that defendants violated their federal civil and state common law rights; and

WHEREAS, plaintiffs filed an Amended Complaint in this action on June 11, 2010,

WHEREAS, defendants have denied any and all liability arising out of plaintiffs' allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants City of New York, Police Commissioner Raymond W. Kelly, Detective Brian Wood, and Sergeant James Cahill, with prejudice, and without costs, expenses, or attorneys' fees in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff Christopher Llewellyn the sum of SEVENTEEN THOUSAND (\$17,000.00) Dollars; plaintiff David Tucker the sum of SEVENTEEN THOUSAND (\$17,000.00) Dollars; and plaintiff Cyprian Smith the sum of SEVENTEEN THOUSAND (\$17,000.00) Dollars, in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiffs agree to the dismissal of all the claims against defendants and to release defendants, the City of New York, Detective Brian Wood, and Sergeant James Cahill, and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses, and attorneys' fees.

3. Plaintiffs shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and Affidavits of Status of Liens. If Medicare has provided payment and/or benefits for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, Plaintiffs shall have notified Medicare and shall submit with the settlement documents a Medicare final demand letter for conditional payments.

A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. §1395y(b) and 42 C.F.R. §§411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. Plaintiffs agree to hold harmless the City of New York, Detective Brian Wood, and Sergeant James Cahill, regarding any liens or past and/or future Medicare payments, presently known or unknown in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendants reserve the right to issue a multiparty settlement check, naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York

August 13, 2010

SPENCER LEEDS, Esq.
Attorney for Plaintiffs
26 Court Street, Suite 2100
Brooklyn, NY 11242
718-488-8255

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
*Attorney for Defendants City of New York,
Police Commissioner Raymond W. Kelly,
Detective Brian Wood and
Sergeant James Cahill*
100 Church Street, Rm. 3-311
New York, New York 10007
(212) 788-9567

By:

Spencer Leeds
Spencer Leeds, Esq.
Attorney for Plaintiffs

By:

Kathleen E. Naughton
Kathleen E. Naughton
Assistant Corporation Counsel

The Clerk is directed to close this case

SO ORDERED:

s/ENV

Dated: New York, New York

SEP 7, 2010

HONORABLE ERIC N. VITALIANO
UNITED STATES DISTRICT JUDGE